

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

HERMÈS INTERNATIONAL and  
HERMÈS OF PARIS, INC.,

Plaintiffs,

-against-

MASON ROTHSCHILD,

Defendant.

CIVIL ACTION NO.

22-CV-00384 (JSR)

**[PROPOSED] ORDER OF PERMANENT INJUNCTION**

Following a jury trial in the above-captioned matter, in which the jury rendered a verdict (ECF No. 144) finding in favor of Plaintiffs Hermès International and Hermès of Paris, Inc. (collectively, “Hermès”) on its claims for trademark infringement, trademark dilution, and cybersquatting and that the First Amendment did not bar Defendant Mason Rothschild’s (“Rothschild”) liability, Rothschild consents to the entry of this Permanent Injunction.

1. It is hereby **ORDERED** that Rothschild, and, in addition, his associates, business partners, influencers, representatives and other affiliates, and all others in active concert or participation with him who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly:
  - a. Manufacturing, minting, issuing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting, or otherwise disposing of any products and/or merchandise, including NFTs, that use the BIRKIN trademark, BIRKIN trade dress or any confusingly similar METABIRKINS name or mark, including without limitation, listing the METABIRKINS NFTs for sale on any NFT marketplace, collecting royalties in

connection with the METABIRKINS NFTs, and/or or otherwise disposing of the METABIRKINS NFTs;

- b. Making any statement or representation whatsoever or performing any act that is likely to lead the trade or public to believe that any NFTs, products or merchandise minted, manufactured, promoted, distributed or sold by Rothschild, including the METABIRKINS NFTs, are in any manner associated or connected with Hermès or its BIRKIN trademark or trade dress;
- c. Using METABIRKINS or any BIRKIN-formed mark as a trade name or trademark to promote any products or business, including any NFT projects;
- d. Registering, using or trafficking any domain names or social media or NFT platform usernames or handles that are identical or confusingly similar to the BIRKIN trademark, including METABIRKINS; and
- e. Providing any benefits to holders of METABIRKINS NFTs, such as airdrops, or otherwise creating incentives for third parties to purchase METABIRKINS NFTs.

2. It is further **ORDERED** that Rothschild shall, within 10 days of the date of this

Order, at Rothschild's expense:

- a. Transfer any METABIRKINS NFTs in his possession, custody or control to a crypto wallet designated by Hermès;
- b. Transfer control of the METABIRKINS NFTs smart contract to Hermès and, if necessary, direct a smart contract engineer or developer to assist with the transfer of control of the smart contract;
- c. Transfer the <metabirkins.com> domain name and any ENS domains containing the BIRKIN mark to Hermès; and

d. Transfer ownership and control of any social media account identified with the BIRKIN mark to Hermès, including the @MetaBirkins Twitter handle and feed, @MetaBirkins Instagram handle and page, and MetaBirkins Discord server/channel by providing the account log-in credentials to Hermès and taking any other steps necessary to transfer ownership and control.

3. It is further **ORDERED** that Rothschild shall, within 10 days of the date of this Order, at Rothschild's expense:

- a. Contact by e-mail, text, or other written form of communication all persons to whom he gave, sold, issued, or distributed a METABIRKINS NFT or whitelist spot to mint a METABIRKINS NFT, and provide each of those persons with a copy of this Order; and
- b. Airdrop to all METABIRKINS NFT holders a copy of this Order.

4. It is further **ORDERED** that Rothschild shall immediately provide written notice to Hermès of any royalties, transfer income or other financial benefit received from METABIRKINS NFTs resales since the start of trial, and within 10 days after such notice, at Rothschild's expense, transfer such income to Hermès.

5. It is further **ORDERED** that Rothschild shall file a declaration under penalty of perjury stating that he has complied with the requirements under paragraphs 1, 2, and 3 above, including a list of all persons to whom Rothschild has sent the required Order. Rothschild shall file this declaration within 31 days of the date of this Order.

6. It is further **ORDERED** that Rothschild and, in addition, his associates, business partners, influencers, representatives and other affiliates, and all others in active concert or participation with him who receive actual notice of this Order, are enjoined from destroying,

hiding, dissipating, or altering any documents, including electronic records and social media posts, that relate in any way to this lawsuit.

7. Hermès undertakes that pending the final disposition of any post-trial motion or appeal, it shall maintain the METABIRKINS NFT smart contract and any METABIRKINS NFTs transferred to it; archive the @MetaBirkins Twitter feed, @MetaBirkins Instagram page, and MetaBirkins Discord server/channel; and takedown the webpage that is currently posted on the MetaBirkins.com website.

8. This Court shall retain jurisdiction over this action for the purpose of implementing and enforcing this Permanent Injunction.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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THE HONORABLE JED S. RAKOFF  
UNITED STATES DISTRICT COURT JUDGE